

1 TOMIO B. NARITA (SBN 156576)  
JEFFREY A. TOPOR (SBN 195545)  
2 SIMMONDS & NARITA LLP  
44 Montgomery Street, Suite 3010  
3 San Francisco, CA 94104-4816  
Telephone: (415) 283-1000  
4 Facsimile: (415) 352-2625  
tnarita@snllp.com  
5 jtopor@snllp.com

6 Attorneys for defendants  
American Express Corporation  
7 and Nationwide Credit, Inc.

8  
9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11

12 MICHAEL VIRATA an individual,

13 Plaintiff,

14  
15 vs.

16 AMERICAN EXPRESS  
17 CORPORATION; NATIONWIDE  
18 CREDIT, INC.; DOES 1 THROUGH  
10

19 Defendant.  
20 \_\_\_\_\_

CASE NO.: C 07 3277 JCS

**CERTIFICATE OF SERVICE OF  
NOTICE TO ADVERSE PARTY  
OF NOTICE OF REMOVAL**

1 I, Stephanie Schmitt, declare as follows:

2 I am over the age of 18 years and not a party to this action.

3 I am employed by the firm of Simmonds & Narita, LLP, counsel of record for  
4 defendants American Express Corporation and Nationwide Credit, Inc. My business  
5 address is 44 Montgomery Street, Suite 3010, San Francisco, California 94104, which  
6 is located in the city and county where the mailing described below took place.

7 On June 22, 2007, I deposited in the United States Mail at San Francisco,  
8 California, a copy of the Notice to Adverse Party of Removal dated June 21, 2007, a  
9 copy of which is attached to this Certificate, to be delivered to the addresses below:

10 Irving L. Berg  
11 The Berg Law Group  
12 145 Town Center, PMB 493  
13 Corte Madera, CA 94925  
14 Facsimile: (415) 891-8208  
15 Counsel for Plaintiff

16 Suzanne B. Berg  
17 177 Post Street, Suite 600  
18 San Francisco, CA 94108  
19 Facsimile: (415) 738-2302  
20 Counsel for Plaintiff

21 I declare under penalty of perjury under the laws of the State of California that  
22 the foregoing is true and correct.

23 Executed in San Francisco on this 22 day of June, 2007.

24 By: 

25 Stephanie Schmitt  
26  
27  
28

1 TOMIO B. NARITA (SBN 156576)  
JEFFREY A. TOPOR (SBN 195545)  
2 SIMMONDS & NARITA LLP  
44 Montgomery Street, Suite 3010  
3 San Francisco, CA 94104-4816  
Telephone: (415) 283-1000  
4 Facsimile: (415) 352-2625  
[tnarita@snllp.com](mailto:tnarita@snllp.com)  
5 [jtopor@snllp.com](mailto:jtopor@snllp.com)

6 Attorneys for defendants  
American Express Corporation  
7 and Nationwide Credit, Inc.

8  
9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO - LIMITED JURISDICTION  
11

12 MICHAEL VIRATA an individual,  
13 Plaintiff,

14  
15 vs.

16 AMERICAN EXPRESS  
17 CORPORATION; NATIONWIDE  
CREDIT, INC.; DOES 1 THROUGH  
18 10

19 Defendant.  
20 \_\_\_\_\_

CASE NO.: CGC-07-463417

**NOTICE TO ADVERSE PARTY  
OF REMOVAL**

1 TO PLAINTIFF MICHAEL VIRATA AND HIS ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that a Notice of Removal of this action was filed  
3 in the United States District Court for the Northern District of California on June  
4 21, 2007 under Federal Court case number C07 3277 JCS. A copy of the Notice of  
5 Removal is attached hereto as **Exhibit A** and is served and filed herewith.

6  
7 DATED: June 22, 2007

SIMMONDS & NARITA, LLP  
TOMIO B. NARITA  
JEFFREY A. TOPOR

8  
9  
10 By: 

11 Tomio B. Narita  
12 Attorneys for defendants  
13 American Express Corporation  
14 and Nationwide Credit, Inc.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

I, the undersigned, declare:

I am employed in the City and County of San Francisco, California. I am over the age of eighteen years and not a party to this action. My business address is 44 Montgomery Street, Suite 3010, San Francisco, California 94104-4816.

I am readily familiar with the business practices of my employer, Simmonds & Narita LLP, for the collection and processing of correspondence by mailing with the United States Postal Service and that said correspondence is deposited with the United States Postal Service that same day in the ordinary course of business.

On this date, I served a copy of the following document:

**1) NOTICE TO ADVERSE PARTY OF REMOVAL**

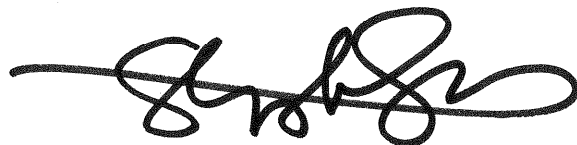
by causing such document to be placed in a sealed envelope for collection and delivery by the United States Postal Service to the addressee indicated below:

**VIA U.S. MAIL**

Irving L. Berg  
The Berg Law Group  
145 Town Center, PMB 493  
Corte Madera, CA 94925  
Facsimile: (415) 891-8208  
Counsel for Plaintiff

Suzanne B. Berg  
177 Post Street, Suite 600  
San Francisco, CA 94108  
Facsimile: (415) 738-2302  
Counsel for Plaintiff

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on this 22nd day of June, 2007.



Stephanie Schmitt

Exhibit A

ORIGINAL  
FILED  
07 JUN 21 PM 3:50  
ANDREW W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

1 TOMIO B. NARITA (SBN 156576)  
2 JEFFREY A. TOPOR (SBN 195545)  
3 SIMMONDS & NARITA LLP  
4 44 Montgomery Street, Suite 3010  
5 San Francisco, CA 94104-4816  
6 Telephone: (415) 283-1000  
7 Facsimile: (415) 352-2625  
8 tnarita@snllp.com  
9 jtopor@snllp.com

E-filing

6 Attorneys for defendants  
7 American Express Corporation  
8 and Nationwide Credit, Inc.

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11  
12 MICHAEL VIRATA an individual,

13 Plaintiff,

14  
15 vs.

16 AMERICAN EXPRESS  
17 CORPORATION; NATIONWIDE  
18 CREDIT, INC.; DOES 1 THROUGH  
19 10

20 Defendant.  
21  
22  
23  
24  
25  
26  
27  
28

CASE NO.: 07 3277

NOTICE OF REMOVAL

JCS

BY FAX

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that defendants Nationwide Credit, Inc. ("NCI")  
3 and American Express Corporation ("Amex") hereby remove to this Court the state  
4 court action described below.

5 1. On May 15, 2007, a complaint was filed against NCI and Amex by  
6 plaintiff Michael Virata ("Plaintiff") in an action pending in the Superior Court of  
7 the State of California in and for the County of San Francisco, entitled *Michael*  
8 *Virata v. American Express Corporation and Nationwide Credit, Inc.*, Case No.  
9 CGC-07-463417. A copy of the state court complaint ("Complaint") is attached  
10 hereto as **Exhibit A**.

11 2. This removal petition is timely under 28 U.S.C. § 1446(b) because  
12 NCI and Amex first received a copy of the Complaint, via United States Mail on  
13 May 22, 2007.

14 **JURISDICTION**

15 3. This action is a civil action of which this Court has original  
16 jurisdiction under 28 U.S.C. § 1331 and that may be removed to this Court by NCI  
17 and Amex pursuant to the provisions of 28 U.S.C. § 1441(b) in that the Complaint  
18 asserts federal claims against NCI and Amex allegedly arising under 15 U.S.C. §  
19 1692, *et seq.* (the Fair Debt Collection Practices Act).

20 **VENUE**

21 4. The Complaint was filed in the Superior Court of the State of  
22 California, County of San Francisco. Therefore, venue in the San Francisco  
23 Division or the Oakland Division of this District is proper. *See* Local Rule 3-2(e)  
24 (stating "all civil actions which arise in the counties of San Francisco, . . . shall be  
25 assigned to the San Francisco Division or the Oakland Division"); 28 U.S.C. §  
26 1441(a) (providing for removal "to the district court of the United States for the  
27 district and division embracing the place" where the state court action is pending).

28 //



1           5. Defendants NCI and Amex are represented by the undersigned.  
2

3 DATED: June 21, 2007

SIMMONDS & NARITA, LLP  
TOMIO B. NARITA  
JEFFREY A. TOPOR

4  
5  
6 By: 

Jeffrey A. Topor  
Attorneys for defendants  
American Express Corporation  
and Nationwide Credit, Inc.  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit A

ENDORSED  
FILED  
San Francisco County Superior Court

MAY 15 2007

GORDON PARK-LI, Clerk  
BY: DEBORAH STEPPE  
Deputy Clerk

SUMMONS ISSUED

1 Irving L. Berg (SBN 36273)  
2 THE BERG LAW GROUP  
3 145 Town Center, PMB 493  
4 Corte Madera, California 94925  
5 (415) 924-0742  
6 (415) 891-8208 (Fax)  
7 [irvberg@comcast.net](mailto:irvberg@comcast.net) (e-mail)

8 Susanne B. Berg (SBN 236468)  
9 177 Post Street, Suite 600  
10 San Francisco, CA 94108  
11 (415) 217-0000  
12 (415) 738-2302 (Fax)  
13 [berglaw@gmail.com](mailto:berglaw@gmail.com) (e-mail)

14 ATTORNEYS FOR PLAINTIFF

CASE MANAGEMENT CONFERENCE SET

SEP 14 2007 - 10<sup>30</sup> AM

DEPARTMENT 212

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN FRANCISCO

17 LIMITED CIVIL CGC-07-463417

18 MICHAEL VIRATA, an individual,

Case No.:

19 Plaintiff,

20 v.

21 AMERICAN EXPRESS CORPORATION;  
22 NATIONWIDE CREDIT, INC.; DOES 1  
23 THROUGH 10,

COMPLAINT SEEKING REDRESS FOR  
DEFENDANTS' VIOLATION OF  
FEDERAL AND STATE LAW  
REGULATING CONSUMER DEBT  
COLLECTION PRACTICES

DEMAND FOR JURY TRIAL

24 Defendants. /

25 **I. INTRODUCTION**

26 1. Plaintiff MICHAEL VIRATA is a resident of San Francisco County. He brings  
27 this lawsuit to seek redress for Defendants' violation of the California and Federal laws  
28 regulating consumer debt collection practices.

2. The Defendants, AMERICAN EXPRESS CORPORATION and NATIONWIDE  
CREDIT, INC., are debt collectors as defined at Cal. Civ. Code § 1788.2(c), which provides:

(c) The term "debt collector" means any person who, in the  
ordinary course of business, regularly, on behalf of himself or  
herself or others, engages in debt collection.

COMPLAINT FOR VIOLATION OF  
THE CALIFORNIA AND FEDERAL  
FAIR DEBT COLLECTION PRACTICES ACT

VIRATA V. AMERICAN EXPRESS CORP.,  
et al.

1           3.     The California law, known as the Rosenthal Fair Debt Collection Practices Act, is  
2 at Cal. Civ. Code § 1788, *et seq.* The California law incorporates provisions of the federal Fair  
3 Debt Collection Practices Act ("FDCPA"), pursuant to Cal. Civ. Code § 1788.17, which states:

4                   **....every debt collector collecting or attempting to collect a**  
5                   **consumer debt shall comply with the provisions of Sections**  
6                   **1692b to 1692j.... of Title 15 of the United States Code [i.e., the**  
7                   **FDCPA].**

8           4.     Plaintiff, by this action, seeks statutory damages, attorney's fees and costs.

## 9                   **II. JURISDICTION AND VENUE**

10          5.     Jurisdiction in this court is conferred by 15 U.S.C. § 1692k(d).

11          6.     Venue is proper in this county because Defendants do business in this county, and  
12 the collection communications were received in this county.

## 13                   **III. PARTIES**

14          4.     Plaintiff, MICHAEL VIRATA ("Mr. Virata") is an individual who resides in San  
15 Francisco County.

16          5.     Defendant AMERICAN EXPRESS CORPORATION ("AEX") has its principal  
17 office at 200 Vesey World Financial Lane, New York. AEX is a debt collector as defined at Cal.  
18 Civ. Code § 1788.2. AEX is amenable to service of process on an officer at its principal office.

19          6.     Defendant NATIONWIDE CREDIT, INC. ("Nationwide") has its principal office  
20 in the Western United States at 3600 E. University Drive, Suite 1350, Phoenix, Arizona 85034-  
21 7245. Nationwide is a debt collector as defined by 15 U.S.C. § 1692a(6), and as defined by Cal.  
22 Civ. Code § 1788.2. Defendant Nationwide is served with legal process on an officer at its  
23 principal office.

24          7.     Plaintiff is ignorant of the true names or capacities of the defendants sued herein  
25 under the fictitious names of DOE ONE through TEN inclusive.

26          8.     Each of the fictitiously named Doe Defendants is responsible in some manner for  
27 the wrongdoing alleged herein, and is liable for the damages recoverable by Plaintiff. Each of  
28 the Defendants was acting as agent or employee for the others.

#### IV. FACTUAL ALLEGATIONS

9. Defendant AEX extended a credit card accommodation to Mr. Virata under its "Starwood Preferred Guest Program." The last four digits of the account were designated as 1007.

10. The account was used for purchase of consumer goods for Plaintiff's personal and household needs.

11. Plaintiff was unable to make payment on the account because of financial setbacks.

12. Interest on the account was escalating at an annual percentage rate of 30.22%, a nominal annual percentage rate of 30.24%, a monthly late payment fee of \$35.00, and an overlimit fee of \$35.00.

13. Plaintiff sought legal representation to help him through this bleak financial period, and to deal with the unrelenting and stressful demands of his creditors and their collection agents. He hired attorney Irving L. Berg for legal representation.

14. Plaintiff was advised by his attorney that, once his creditors and their collection agents were advised of attorney representation, the law required that the creditors and their collection agents must leave Plaintiff alone and deal with the attorney.

15. On January 6, 2007, Plaintiff's attorney sent Defendant AEX a letter advising of his representation of Plaintiff. Exhibit A is a copy of the letter. The letter states, among other things:

**This office represents the captioned consumer. CEASE and DESIST further communication with the consumer.**

**All communications concerning my client's financial affairs, including the captioned debt, and any other debts alleged to be owed by my client ("debts") shall hereafter be made to this office in writing.**

16. Some date thereafter, Defendant AEX appointed Defendant Nationwide as its agent. AEX transferred and turned over to Defendant Nationwide Plaintiff's account, including the letter of attorney representation (Exhibit A), and notes of Defendant AEX's collection action

1 taken against Plaintiff to collect the claim against Plaintiff's accounts.

2 17. On January 30, 2007, Defendant Nationwide, notwithstanding the notice of  
3 attorney representation (Exhibit A), wrote Plaintiff directly, demanding payment of the account.  
4 Exhibit B is a copy of the Nationwide letter.

5 18. On February 6, 2007 or thereabouts, Defendant AEX, notwithstanding the notice  
6 of attorney representation, communicated directly with Plaintiff by sending Plaintiff Exhibit C,  
7 which Defendant AEX described as "for information purposes only," and "not a bill." Exhibit C  
8 instructed Plaintiff: "Please contact your collection agency for account information. Disregard  
9 the minimum due amount," and "Your account is in default and the balance is due in full."  
10 Exhibit C shows: "New Balance. . . \$2,750.80," followed by "Minimum Amount Due \$660.46."

11 19. Though AEX, by its notice, Exhibit C, tells Mr. Virata that the minimum amount  
12 due is \$660.46, it demands payment in full. Such contradictory representations are deceptive and  
13 misleading. Likewise, Defendant AEX's direction to contact the collection agency for account  
14 information is deceptive and misleading.

15 20. Defendant AEX violates California and Federal law as set forth hereafter, in  
16 sending Exhibit C to Plaintiff after receiving notice of attorney representation..

17 21. Defendant AEX and its agent, Defendant Nationwide, are liable for sending a  
18 collection letter, Exhibit B, to Plaintiff after advisement of attorney representation. Defendants'  
19 conduct violates Cal. Civ. Code § 1788.14(c), which prohibits:

20 **(c) Initiating communications other than statements of**  
21 **account, with the debtor with regard to the consumer debt,**  
22 **when the debt collector has been previously notified in writing**  
23 **by the debtor's attorney that the debtor is represented by such**  
24 **attorney with respect to the consumer debt and such notice**  
25 **includes the attorney's name and address and a request by**  
26 **such attorney that all communications regarding the consumer**  
27 **debt be addressed to such attorney, unless the attorney fails to**  
28 **answer correspondence, return telephone calls, or discuss the**  
**obligation in questions.**

22. Said conduct further violates 15 U.S.C. § 1692c(a)(2), which states a debt  
collector may not communicate with a consumer without the consumer's permission:

**(2) if the debt collector knows the consumer is represented by an**



attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer....

**CLAIM FOR RELIEF**

23. Plaintiff incorporates by reference all of the foregoing paragraphs.

24. Defendants violate Cal. Civ. Code § 1788.14(c) and 15 U.S.C. § 1692c(a)(2) by communicating with Plaintiff after receiving notice of attorney representation.

25. Defendant AEX violates 15 U.S.C. § 1692e and e(10) by the deceptive and misleading representation as to the amount owed and the amount necessary to pay.

26. Defendant AEX violates 15 U.S.C. § 1692e(2)(A) as to the characterization of the amount of the debt.

27. Defendant AEX violates 15 U.S.C. §§ 1692e, 1692e(2)(A), and 1692e(10) by its representation that Plaintiff must contact the collection agency for account information, though by its Exhibit C makes representations as to the amount owed.

**V. PRAYER**

WHEREFORE, according to the remedies allowable under the California law and Federal law, as provided by Cal. Civ. Code § 1788.32:

The remedies provided herein are intended to be cumulative and are in addition to any other procedures, rights, or remedies under any other provision of law,

Plaintiff prays for damages as follows:

A. Statutory damages of \$2,000 as to Defendant American Express, pursuant to Cal. Civ. Code §§ 1788.30(b) and 15 U.S.C. § 1692k;

B. Statutory damages of \$2,000 as to Defendant Nationwide Credit, Inc., pursuant to Cal. Civ. Code § 1788.30(b) and 15 U.S.C. § 1692k;

C. Statutory damages of \$6,000 as to each of the Doe Defendants, each to pay their proportionate share of statutory liability, pursuant to 15 Cal. Civ. Code § 1788.30(b) and U.S.C. § 1692k;

1 D. Reasonable attorney's fees and costs, pursuant to Cal. Civ. Code § 1788.30 and 15  
2 U.S.C. § 1692k(a)(3).

3 Dated: 5-12-07



4 Irving L. Berg  
5 THE BERG LAW GROUP  
6 145 Town Center, PMB 493  
7 Corte Madera, California 94925  
8 (415) 924-0742  
9 (415) 891-8208 (Fax)

10 Susanne B. Berg (SBN 236468)  
11 177 Post Street, Suite 600  
12 San Francisco, CA 94108  
13 (415) 217-0000  
14 (415) 738-2302 (Fax)  
15 berglaw@gmail.com (e-mail)

16 ATTORNEYS FOR PLAINTIFF  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27



**EXHIBIT A**

THE BERG LAW GROUP  
ATTORNEYS AND COUNSELORS AT LAW  
145 Town Center, PMB 493  
Corte Madera, California 94925  
Phone: (415) 924-0742 Fax: (415) 891-8208  
e-mail [irvberg@comcast.net](mailto:irvberg@comcast.net)

IRVING L. BERG, ESQ.

January 6, 2007

American Express  
Box 0003  
Los Angeles, CA 90096-0003

Re: *Michael D. Virata*  
*Account No.: xxxx71000*

Dear Sir or Madam:

This office represents the captioned consumer. CEASE and DESIST further communication with the consumer.

All communications concerning my client's financial affairs, including the captioned debt, and any other debts alleged to be owed by my client ("debts") shall hereafter be made to this office in writing.

Any action you intend to take with respect to collection of the debts shall hereafter be made to this office in writing. The debts are disputed.

Do not contact my client or my client's employer concerning the debts. Do not contact my client's family or friends regarding the alleged debts. All contact shall only be with this office in writing.

Please be advised that recording of telephone calls is prohibited by California law.

Further, please note that, should my client bring a legal action in connection with your collection practices that legal action could result in a judgment that would include actual costs of filing the complaint, actual costs of service of process, and reasonable attorney's fees.

Sincerely,

Irving L. Berg  
ILB/rl

**EXHIBIT B**


**NATIONWIDE CREDIT, INC.**

 3600 E UNIVERSITY DR, STE B1350, PHOENIX AZ 85034-7296  
 1-800-850-8719

01/30/2007

 RE: AMERICAN EXP TRAVEL RELATED SERV CO INC, 371700110271000  
 BAL: \$708.44

This is to advise you that your past due debt with the above creditor has been placed with us for collection.

All future payments must be made directly to our office.

Your account is now past due and due in full. To settle the matter, you should send your payment for the above amount by check or money order. To be sure of proper credit, make your payment payable to AMERICAN EXP TRAVEL RELATED SERV CO INC.

The total account balance as of the date of this letter is shown above. Your account balance may increase because of interest or other charges, if so provided in your agreement with your creditor.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt, or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

**PERSONAL AND CONFIDENTIAL**

 PO BOX 740640  
 ATLANTA GA 30374-0640


FOR PROPER CREDIT TO YOUR ACCOUNT RETURN THIS STUB IN THE ENCLOSED ENVELOPE WITH YOUR CHECK OR MONEY ORDER. BE SURE THAT OUR NAME AND ADDRESS APPEARS IN THE WINDOW.

009/A01/7XL/01/30/2007

45


 \*07030101856\*  
 MICHAEL VIRATA  
 570 FRANCISCO ST UNIT 603  
 SAN FRANCISCO CA 94133-1835

A01

 NATIONWIDE CREDIT, INC.  
 PO BOX 740640  
 ATLANTA GA 30374-0640

**PLEASE SEE REVERSE SIDE FOR  
 IMPORTANT INFORMATION**

RE:	AMERICAN EXP TRAVEL RELATED SERV CO INC 02063601D	
ID NUMBER:	07030101856	
ACCOUNT NO:	371700110271000	
BALANCE DUE:	\$708.44	
AMOUNT ENCLOSED:	\$	

☐ Change of address: Print New Address on Back

01 07030101856 2

## **EXHIBIT C**

**Starwood Preferred Guest®  
Credit Card****To view your Starwood  
Preferred Guest® account  
balance visit spg.com**Prepared For  
**MICHAEL D VIRATA**Account Number  
**3713-356221-81007**Closing Date  
**02/06/07**

Page 1 of 3

Previous Balance \$	Payment Activity \$	New Activity \$ inc. Adjustments and Finance Charges if any	New Balance \$	Minimum Amount Due \$
2,610.48	0.00	+140.32	=2,750.80	660.46

**Payment Due Date  
02/26/07**

**Minimum Amount Due**  
includes:  
Past due amount  
\$540.14  
This month's amount due  
\$120.32  
Please refer to page 2  
for important information  
regarding your account

Credit Line Summary on 02/06/07	Total Credit Line \$ 2,000.00	Available Credit Line \$ 0.00	Cash Advance Limit \$ 0.00	Available Cash Limit \$ 0.00
---------------------------------------	-------------------------------------	-------------------------------------	----------------------------------	------------------------------------

This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the minimum due amount, your account is in default and the balance is due in full.

For assistance or questions about your account, contact us at [www.americanexpress.com](http://www.americanexpress.com) or call Customer Service at 1-800-297-1000.

**Activity**

\* Indicates posting date

Activity	Amount \$
<b>Total of Payment Activity</b>	<b>0.00</b>

**New Activity for MICHAEL D VIRATA**

Card XXXX-XXXX-1-81007

Activity	Amount \$
01/30/07 Late Payment Fee	35.00
02/06/07 Periodic FINANCE CHARGE	70.32
02/06/07 Overlimit Fee	35.00
<b>Total of New Activity</b>	<b>140.32</b>

Please fold on the perforation below, detach and return with your payment

**Payment Coupon**Account Number  
**3713-356221-81007**

MICHAEL D VIRATA  
UNIT 603  
570 FRANCISCO ST  
SAN FRANCISCO CA 94133-1835



Mail Payment to:

AMERICAN EXPRESS  
BOX 0001  
LOS ANGELES CA 90096-0001

**Payment Due Date:**  
**02/26/07**

Continued on Page 3

Please enter your account number on all checks and correspondence.

**Total New Balance**  
**\$ 2,750.80**

Make check payable to American Express.

**Minimum Amount Due**  
**\$660.46**

See Finance Charge section on reverse side for a description of when additional Finance Charges are not assessed on Purchases.

\$ \_\_\_\_\_  
Amount enclosed

Check here if your address or phone number has changed. Please note changes on reverse side.



00125 R07SFA9A 00063 00102. (2